changed to a right of action at law. Many courts, in telegraph cases of this kind, have allowed recovery on the ground that such injury was legal damage. *Straus* v. *Western Union Tel. Co.*, 8 Biss. 104; *Squire* v. *Western Union Tel. Co.*, 98 Mass. 232; *Elam* v. *Western Union Tel. Co.*, 113 Mo. App. 538, 88 S. W. 115. *Contra, Kenedy Mercantile Co.* v. *Western Union Tel. Co.*, 167 S. W. 1094 (Texas). That such decision must accord with popular ideas of justice, is evident. Further, it prevents circuity of action, and has as precedent in other fields those cases that allow recovery for breach of contract maliciously induced by a third party. *Bowen* v. *Hall*, 6 Q. B. D. 333. The statute in the case, while not, as the court contended, determining what constitutes legal damage, affects the situation in determining the extent of the collectible damage. For in a contract action the damages are limited to those within the contemplation of the parties. *Melson* v. *Western Union Tel. Co.*, 72 Mo. App. 111. But in a tort action, which the statute appears to authorize, the damages will extend to any proximate consequences of the negligence. See WOLF, LIABILITY OF TELEGRAPH COMPANIES, 19, 31.

TENANCY IN COMMON—RIGHTS OF CO-TENANTS AGAINST EACH OTHER — RIGHT OF ONE CO-OWNER OF A COPYRIGHT TO RESTRAIN INFRINGEMENT BY THE OTHER. — A., co-owner with B. of a copyright, exercised the copyright privileges without the consent of B. B. seeks to enjoin him. A statute provides that "copyright in a work shall be deemed to be infringed by any person who, without the consent of the owner of the copyright, does anything the sole right to do which is by this Act conferred on the owner of the copyright." 1911 GEO. V, sec. 2, subsec. 1. *Held*, that B. is entitled to an injunction. *Cescinsky* v. *Routledge & Sons, Ltd.*, [1916] 2 K. B. 325.

The words of the statute seem to be decisive of this case. Since the consent of the owner, *i. e.*, of both A. and B., was not obtained, A.'s actions must come within the definition of infringement. But aside from the statute, the decision is supported by analogies from the common law. For in the case of incorporeal hereditaments, the rights of one co-tenant were distinctly limited by the rights of the other. For instance, one co-parcener could not enjoy the right to an advowson to the exclusion of the other, but each took it in turn. COMYN'S DIGEST, tit. Advowson, A; COKE UPON LITTLETON, 164 *b*, (q). The same was true of a mill or piscary which descended to parceners. See *Powell* v. *Head*, [1879] 12 Ch. D. 686, 688. See COKE UPON LITTLETON, 165 *a*. Even in the rights of co-tenants of land the analogy holds. It is true that one tenant-in-common of land is entitled to the possession of the entire property. *Knox* v. *Silloway*, 10 Me. 201; *Rising* v. *Stannard*, 17 Mass. 282; *Mumford* v. *Brown*, 1 Wend. (N. Y). 53. And he can make a reasonable use of the common property, even if this involves waste. *Dodd* v. *Watson*, 4 Jones Eq. (N. C.) 48; *McCord* v. *Oakland Quicksilver Mining Co.*, 64 Cal. 134, 27 Pac. 863. But he cannot commit such waste as is destructive of the estate. *Leatherbury* v. *McInnis*, 85 Miss. 160, 37 So. 1018. See 2 STORY, EQ. JUR., § 916. The property in the principal case is a monopoly of production. Thus clearly production outside the monopoly is destructive of the fundamental property right of copyright. There is little direct authority, however, on the question of the rights of co-owners of a copyright against each other. One co-owner of a drama cannot, without the consent of the other, license a third person to produce it. *Powell* v. *Head*, *supra*. But in that case the question of the rights of co-owners *inter se* was expressly left open. And it has been held that the assignees of three of the four co-owners of a copyright may enjoin a stranger from infringing it. *Lauri* v. *Renad*, [1892] 3 Ch. 402. In the latter case, Kekewich, J., introduces an element of confusion by attempting to distinguish "part ownership" from tenancy in common and joint tenancy. This is a novel idea of ownership which has no basis in authority. But whether or no the rights in an incorporeal hereditament are

divisible as to title, public policy must approve of the language of the court, that such rights are indivisible as to exercise.

VENDOR AND PURCHASER — VENDOR'S LIEN — AVAILABILITY TO THE BENEFICIARY OF THE CONTRACT OF SALE. — The vendor conveyed land to the vendee, taking in consideration the vendee's promise to pay the purchase price to the vendor's daughter. *Held*, that the daughter is entitled to a grantor's lien on the land. *Lenox* v. *Earls*, 185 S. W. 232 (Mo.)

The rationale of the doctrine of the grantor's lien has been variously stated. See 3 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 1250. It has most commonly been spoken of as a constructive trust. *Wilkinson* v. *May*, 69 Ala. 33. See 1 PERRY, TRUSTS, 6 ed., §§ 231, 232. But the theories on which this doctrine is generally supported have been strongly objected to. *Ahrend* v. *Odiorne*, 118 Mass. 261. See 3 POMEROY, EQUITY JURISPRUDENCE, 3 ed., §§ 1234, 1250. A theory not alluded to in the criticisms cited is that the trust is imposed to prevent fraud. *Ahrens* v. *Jones*, 169 N. Y. 555, 62 N. E. 666. But there can be no actual fraud in the making of a promise which one intends to keep. It is submitted that the better view is that the lien arises from a "natural judicial conception" that the thing sold should be security for the purchase price. See 3 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 1250. The decision of the principal case may very likely be dependent upon which view of the grantor's lien the court has taken. That of a constructive trust may allow the lien to arise in favor of a beneficiary whether or no the beneficiary is given a right at law for the purchase price. *Ahrens* v. *Jones*, *supra*. If, however, the lien is based on the idea that the thing sold should be security for the purchase price, it follows directly that the lien should benefit the person to whom the purchase price is due. Thus the result in the principal case can be reached only in those jurisdictions which give a sole beneficiary a right at law. The principal case is generally supported by those courts which allow a grantor's lien. *Zwingle* v. *Wilkinson*, 94 Tenn. 246, 28 S. W. 1096; *Pruitt* v. *Pruitt*, 91 Ind. 595.

BOOK REVIEWS

MODERN LEGAL PHILOSOPHY SERIES: VOLUME VII. MODERN FRENCH LEGAL PHILOSOPHY. By A. Fouillée, J. Charmont, L. Duguit, and R. Demogue; translated by Mrs. Franklin W. Scott and Joseph P. Chamberlain, with an editorial preface by Arthur W. Spencer and with introductions by John B. Winslow and F. P. Walton. Boston: The Boston Book Company, 1916. pp. lxvi, 578.

The volume is a mosaic. Part I ("A Brief Survey of Philosophy of Law in France") is made up of extracts from Fouillée's *L'Idée Moderne du Droit* and of eight chapters from Charmont's *La Renaissance du Droit Naturel*. Part II ("Some Important Points of View in Contemporary French Legal Philosophy") is made up of other extracts from Fouillée's *L'Idée Moderne du Droit*, from Duguit's *L'État: Le Droit Objectif et la Loi Positive*, and from Part I of Demogue's *Les Notions Fondamentales du Droit Privé*.

These extracts have the unity of time and place. They justify the title of the book. They are modern, they are French, and they are legal philosophy. Local color predominates. A discussion of such a general topic as free scientific research presupposes a system of law, like the French code, as the basis of reality upon which to rear a structure of philosophical speculation. While Demogue discusses security, liberty, and justice in most general terms, he usually has in mind a section of the French civil code, or a decision from one of the